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BLAKELY SOKOLOFF

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FACSIMILE TRANSMITTAL SHEET

Firm Name: U.S. Patent & Trademark Office
Fax Number: 571-273-8300
From: James C. Sheller Operator: Glenn Vistan
Date: March 21, 2006
Application No.: 09/944,200
No. of pages: 19 (including cover sheet)

Client/Matter: 005618.P2306CD Docket Date: _____ Atty: MJM

Dear Examiner:

Please find the following document(s) attached:

- 1) Change of Correspondence Address, Power of Attorney, and Revocation of Previous Powers.

Thank you.

CONFIDENTIALITY NOTE

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TRANSMITTAL
FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission

Application Number	09/944,200
Filing Date	September 04, 2001
First Named Inventor	Mark Doczy
Art Unit	3735
Examiner Name	John P Lacyk

18 Attorney Docket Number 42390.P2306CD

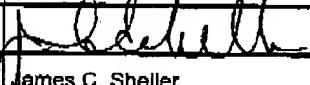
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ENCLOSURES (Check all that apply)

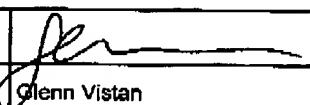
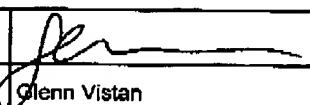
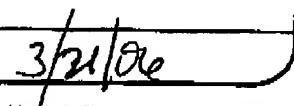
<input type="checkbox"/> Fee Transmittal Form	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> After Allowance Communication to TC
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment/Reply	<input type="checkbox"/> Petition	<input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition to Convert to a Provisional Application	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Power of Attorney, Revocation	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Change of Correspondence Address	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Terminal Disclaimer	
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Reply to Missing Parts/ Incomplete Application	<input type="checkbox"/> Landscape Table on CD	
<input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	Remarks	
Change of Correspondence Address, Power of Attorney & Revocation of Previous Power (17 pages)		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm Name	Blakely, Sokoloff, Taylor & Zafman LLP		
Signature			
Printed name	James C. Sheller		
Date	3/21/2006	Reg. No.	31,195

CERTIFICATE OF TRANSMISSION/MAILING

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:

Signature Typed or printed name Date 

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount or time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Attorney Docket No.: 005618.P2306CD

Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
 Inventor(s): Anthony J. Bradshaw) Examiner: John P Lacyk
 Application No.: 09/944,200) Art Unit: 3735
 Filed September 04, 2001)
 For: Method Of Treating A Body Vessel Or Duct With)
Radiation From Within The Lumen)

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

CHANGE OF CORRESPONDENCE ADDRESS,
POWER OF ATTORNEY, AND REVOCATION OF PREVIOUS POWERS

Please direct all future correspondence regarding the above-referenced patent application to James C. Scheller Reg. No. 31,195, c/o Blakely, Sokoloff, Taylor, & Zafman LLP, Customer Number 08791, 12400 Wilshire Boulevard, Seventh Floor, Los Angeles, California 90025, and direct all telephone calls to the same at (408) 720-8300.

 Advanced Cardiovascular Systems, Inc.

(Name of Assignee)

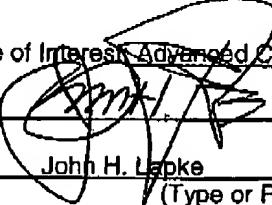
("assignee"), a company organized under the laws of California, having a place of business at 3200 Lakeside Drive, Santa Clara, CA 95054, hereby states that to the best of assignee's knowledge and belief it is the assignee of the entire right, title, and interest in and to the above-referenced patent application and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee. Upon information and belief, the assignment documents that evidence the placement of title in the assignee were recorded in the U.S. Patent and Trademark Office. The Assignment was recorded in the Patent and Trademark Office at Reel _____ Frame _____, or when the Assignment has not yet been recorded, a copy thereof is attached.

Pursuant to 37 C.F.R. §§ 1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints the practitioners associated with Customer Number 45215 as the assignee's respective patent attorneys and patent agents, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Dated: March 21, 2006

Assignee of Interest: Advanced Cardiovascular Systems, Inc.
(Type or Print)

By: 

Name: John H. Lapke

(Type or Print)

Title: Vice President, Secretary and General Counsel
(Type or Print)

Address of Assignee of Interest:

3200 Lakeside Drive

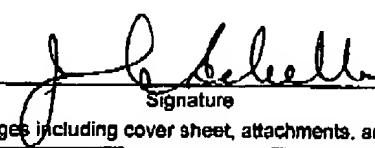
Santa Clara, CA 95054

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd.
Seventh Floor
Los Angeles, California 90025
(408) 720-8300

MAR 21 2006

Recordation Form Cover Sheet
PATENTS ONLY

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): NeoCardia, LLC; Omnitron International, Inc.; Richard V. Calfee, Ph.D.		2. Name and address of receiving party(ies): Name: <u>ACS Delaware Corporation</u> and <u>Guidant Corporation</u> Internal Address: _____
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		Street Address: <u>3200 Lakeside Drive</u> City: Santa Clara State/Province: <u>CA</u> Zip: <u>95054</u> Country: <u>U.S.A.</u>
3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other		Additional name(s) & address(es) attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Execution Date(s): <u>March 21, 1997</u>		4. Application number(s) or patent number(s): <input type="checkbox"/> If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) <u>08/057,322; 08/339,950; 08/352,318; 08/644,101;</u> <u>08/762,740; 08/467,711; 08/189,039; 08/386,419</u>		B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>James C. Scheller, Jr.</u> <u>Blakely, Sokoloff, Taylor & Zafman LLP</u> Internal Address: _____ Street Address: <u>12400 Wilshire Boulevard, 7th Floor</u> <u>Los Angeles, California 90025</u>		6. Total number of applications and patents involved: <u>8</u>
		7. Total Fee (37 CFR 3.41).....\$ <u>320.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account
		8. Deposit Account Number: <u>02-2666</u> (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE		
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.		
James C. Scheller, Reg. No. 31,195 Name of Person Signing		Signature  Date <u>3/3/2006</u>
Total number of pages including cover sheet, attachments, and documents: <u>9</u>		
Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450		

Based on Form PTO-1595 as modified by BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP on 05/09/03

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made as of the 21st day of March, 1997, by and between NEOCARDIA, LLC, a Georgia limited liability company ("Seller"), OMNITRON INTERNATIONAL, INC., a Louisiana corporation ("Omnitron"), RICHARD V. CALFER, Ph.D. ("Calfee"), and each of the other officers and managers of Seller identified on Exhibit A hereto (Omnitron, Calfee and such other members or optionholders identified on Exhibit A are each referred to herein as a "Member" or together as the "Members" and when referred to herein together with the other members of Seller, the "members"), ACS DELAWARE CORPORATION, a Delaware corporation ("Purchaser"), and GUIDANT CORPORATION, an Indiana corporation ("Guidant"),

W I T N E S S E T H:

WHEREAS, Seller is in the business of developing medical devices and therapies, including treatments for vascular diseases, but is not engaged in the field of oncology or in the application of the assets sold hereunder to the field of oncology (the "Business"); and

WHEREAS, the parties hereto desire that Seller sell to Purchaser and Purchaser purchase substantially all of the assets of Seller and Omnitron, including without limitation, those used in connection with or related to the Business and all the assets to which the Duke License (as defined herein) relates, pursuant to the terms of this Agreement; and

WHEREAS, the parties hereto desire that Omnitron transfer to Purchaser and Purchaser receive from Omnitron all of the Patents, trade secrets and other Intellectual Property Rights as herein defined of Omnitron used in connection with or related to the Business (including any such related Patents which are filed within twenty-four (24) months of the Closing (as hereinafter defined) of the transactions contemplated hereby whether or not based in whole or in part on research performed prior to such Closing) pursuant to the terms of this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean, without limitation, Patents, as defined below, licensed Patents, know-how, unpatented inventions, trade secrets, secret formulas, business and marketing plans, industrial property rights, copyrights, trademarks, trade names, logos and service marks (and all goodwill associated therewith, including, without limitation, the right to the name "NeoCardia") and all registrations and registration applications thereof and all technical information, management information systems, hardware and software, source code, designs, drawings, processes and quality control data and all similar materials recording or evidencing proprietary expertise whether or not used in or related to the Business. For purposes of this Agreement, "Patent" shall mean

any and all patents and patent applications, including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, or extensions thereof, and all corresponding foreign patents and patent applications filed or issued in any country which are based upon or derived from such patents or patent applications; and

WHEREAS, Purchaser wishes to grant Omnitron an exclusive license to use the Patents, trade secrets and other Intellectual Property Rights purchased hereunder in the field of oncology and a nonexclusive license to use such Patents and trade secrets for any use other than the treatment of vascular diseases and Benign Prostatic Hypertrophy ("BPH"), and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements related thereto;

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets From Seller. Subject to and upon the terms and conditions set forth herein and except for those assets described in Section 1.3 hereof, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at the Closing, on a going concern basis, free and clear of all liens, claims, charges, encumbrances, security interests and restrictions of any kind, all of the assets and properties of Seller, including the Business and operations of the Business and all of the assets and properties of Seller of every kind and description used or which may be used in connection with or are related to the Business, wherever located and whether tangible or intangible, as the same shall exist on the Closing Date (collectively, the "Purchased Assets"), including, without limitation, all right, title and interest of Seller in, to and under the following:

(a) all of the assets and properties reflected on Seller's balance sheet dated as of November 30, 1996 which relate to or were used in connection with the Business and all of the assets and properties acquired by Seller in the ordinary course of the Business after November 30, 1996, for use in the Business, except only those assets and properties disposed of after such date in the ordinary course of the Business or consistent with this Agreement;

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(b) all notes and accounts receivable generated by the Business, including any unpaid interest accrued thereon, and any security or collateral therefor;

(c) all vehicles, machinery, equipment, furniture, fixtures, tools and other personal property and all leasehold interests therein and related deposits used in or related to the Business as listed in Schedule 1.1(c);

(d) all inventories, including all raw materials, work-in-process and finished goods, materials and supplies used in or related to the Business;

(e) all rights under or pursuant to warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services provided to Seller in connection with the Business;

(f) all Intellectual Property Rights of Seller, whether held by Seller as owner or as licensee (the "Seller Intellectual Property Rights"), including, but not limited to all registrations and registration applications listed in Schedule 1.1(f), Schedule 2.17(h) and Schedule 2.17(i) hereto, and any and all Patents held by Seller or which Seller has any rights to, whether as owner or as licensee or otherwise. The list in Schedule 1.1(f) shall include, without limitation, a list of all Patents and licensed Patents.

(g) the real estate leases and leasehold improvements listed or described in Schedule 1.1(g), including, without limitation, any prepaid rent, security deposits therefor and options to renew or purchase thereunder, and all rights and interest in and to the material contracts, agreements and other arrangements used in or related to the Business as listed on Schedule 1.1(g) (the "Assigned Contracts");

(h) all trade association memberships to the extent assignable as set forth in Schedule 1.1(g), books, records, files, papers, drawings, building plans, engineering information, computer programs, manuals and data, originals of all tangible records of Seller Intellectual Property Rights and registrations thereof, sales and advertising materials, sales and promotional material, distribution and purchase correspondence, research and development records, laboratory and pre-clinical trial data and analyses thereof, lists of present and former customers, distributors and suppliers and personnel, employment, operations and other books and records used in or related to the Business, whether originals or copies, whether financial, scientific, medical or otherwise;

(i) all permits, licenses, product registrations, filings, authorizations, approvals or indicia of authority (and any pending applications for any thereof) issued by any governmental

agency, authority or other instrumentality of the United States or any state or any foreign country or political subdivision thereof whether or not necessary to conduct the Business, except those set forth in Schedule 1.1(i) which, in whole or in part, are not assignable;

(j) all prepaid insurance, other prepaid expenses and the benefit of existing insurance policies whether or not related to the Business;

(k) all Employee Plans listed in Schedule 2.4 or otherwise maintained by Seller; and

(l) any other assets of Seller, other than the Excluded Assets (as defined below).

1.2 Purchased Assets From Omnitron and Certain Other Members. Omnitron and each of the Members, without any further consideration and as an inducement for Purchaser and Guidant to enter into this Agreement, agree to, and hereby do, effective and conditioned upon the Closing, transfer to Purchaser at the Closing, on a going concern basis, free and clear of all liens, claims, charges, encumbrances, security interests and restrictions of any kind, any rights they may have in any or all of the Business and operations of the Business and any or all of the assets or properties used or held for use in connection with, or related to, the Business wherever located and whether tangible or intangible, as the same shall exist on the Closing Date, including, without limitation, any Patents, trade secrets or other Intellectual Property Rights of Omnitron and each of the Members, whether held as owner or as licensee (the "Omnitron Intellectual Property Rights") which are relevant or applicable to either the Business or to both the Business and the field of oncology. Such transfer is subject to the license rights to oncology uses of high dose rate brachytherapy for the treatment of cancer previously granted by Omnitron to Varian, Inc. pursuant to that certain License Agreement effective August 26, 1993 and amendments thereto (the "Varian Agreement"), which are the only license rights granted thereunder. Without limiting the generality of the foregoing, Omnitron and each of the Members hereby assign to Purchaser, conditioned and effective upon the Closing, (a) all its or their rights to the assets set forth in Schedule 1.2, (b) all its or their rights to any Patents, trade secrets or other intellectual property rights which are related to, or can be used in connection with, the Business and which are filed or created within twenty-four (24) months of the Closing whether or not based in whole or in part on research performed prior to the Closing Date, and (c) the Assigned Contracts, including without limitation any rights Omnitron may have in the Daka License. The aforementioned rights, including but not limited to the Omnitron Intellectual Property Rights shall be included within the definition of "Purchased Assets," as such term is used in this Agreement, and

is deemed to be an original but all of which taken together shall constitute one and the same agreement.

10.9 Definitions. Attached as Schedule 10.9 is a list of definitions used in this Agreement.

10.10 Schedules. Any information, disclosure or other material contained in any Schedule to this Agreement shall for all purposes be deemed to be included by cross reference in any other Schedule in which such information, disclosure or other material would otherwise have to be included.

10.11 Definition of Knowledge of Seller or Omnitron and Knowledge of Members. Knowledge of the Seller or Omnitron, when used herein, shall refer to information which Richard V. Calfee, P.D., or any of the Members knew or reasonably should have known after undertaking a reasonable investigation of the subject matter of the representation made. Knowledge of Members shall refer to information that such Members actually knew.

10.12 Guidant Guarantees. Guidant hereby guarantees Purchaser's performance of its obligations (payment or otherwise) under each of this Agreement, the Lock-up and Voting Agreements and the Confidentiality Agreement and, when fully executed and delivered at the Closing, the License Agreement, the Noncompete Agreement, the Transition Agreement, the Option Agreement, the Representative Agreement, the Litigation Agreement and Power of Attorney and the Source Wire Supply Agreement. Guidant agrees that (a) Seller, the Members or the members of Seller, as the case may be, may look to Guidant directly for any payment or performance obligation of Purchaser under the documents identified above that is not fulfilled at and when the same is due from Purchaser and (b) none of Seller, the Members or any member of Seller shall be obligated to seek to enforce any such obligation of Purchaser against Purchaser prior to making a claim against Guidant pursuant to this guarantee.

IN WITNESS WHEREOP, the parties have executed this Agreement as of the day and year first above written.

PURCHASER

ACS DELAWARE CORPORATION

13333 By George J. Stewart
Title President

GUIDANT

GUIDANT CORPORATION

By Hugh T. Keenan
Title Vice President

SELLER

NEOCARDIA, LLC

By _____

Title _____

MEMBERS

OMNITRON INTERNATIONAL, INC.

By _____

Title _____

Richard V. Calfee, Ph.D.Anthony J. BradshawRichard ThorntonJim Foster

12668760

-62-

GUIDANT

GUIDANT CORPORATION

By _____

Title _____

SELLER

NEOCARDIA, LLC

By _____

R.V. Calfee

Title _____

*President*MEMBERS

OMNITRON INTERNATIONAL, INC.

By _____

R.V. Calfee

Title _____

*President**R.V. Calfee*

Richard V. Calfee, Ph.D.

Anthony J. Bradshaw

Anthony J. Bradshaw

Richard Thornton

Richard Thornton

Jim Foster

Jim Foster

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EXHIBIT A

Parent/Appl #	Other Filings	Inventors	Filing Date	Brief Description
08/057,322		Bradshaw, Reizner et al	5/4/93	Nitinol wire & Cent Cath
	PCT/US94/04857			
	Brazil/9406644			
	Canada/2181242			
	EPO/94916640			
	Japan/523645/1994			
08/189,039		Liprie	1/31/94	Tube & Backbone
08/339,950		Bradshaw, Reizner et al	11/15/94	Centering Claims
	PCT/US95/14133			
	Canada/2180358			
	Japan/518116/1995			
	EPO/95939676.9			
08/352,318		Thornton, et al	12/8/94	Liquid Source Balloon
	PCT/US95/15228			
	EPO/95940805.5			
08/386,419		Bradshaw, et al	2/10/95	Liquid Source Balloon
	EPO/96113757.7			
	Japan/251122/1996			
08/467,711		Bradshaw, Reizner et al	8/6/95	Centering Claims
08/644,101		Bradshaw, Reizner et al	2/7/96	Centering Claims
08/762,740		Calfee, et al	12/10/96	Dose Rate Control

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To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): ACS Delaware Corporation</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>3. Nature of Conveyance <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date(s): September 22, 1998</p>	<p>2. Name and address of receiving party(ies): Name: Advanced Cardiovascular Systems, INC.</p> <p>Internal Address: _____</p> <p>Street Address: 3200 Lakeside Drive</p> <p>City: Santa Clara State/Province: CA Zip: 95054</p> <p>Country: U.S.A.</p> <p>Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Application number(s) or patent number(s): <input type="checkbox"/> If this document is being filed together with a new application, the execution date of the application is: _____</p> <p>A. Patent Application No.(s) 08/057,322; 08/339,950; 08/352,318; 08/644,101; 08/762,740; 08/467,711; 08/189,039; 08/386,419</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: James C. Scheller, Jr. Blakely, Sokoloff, Taylor & Zafman LLP</p> <p>Internal Address: _____</p> <p>Street Address: 12400 Wilshire Boulevard, 7th Floor Los Angeles, California 90025</p>	
<p>6. Total number of applications and patents involved: 8</p> <p>7. Total Fee (37 CFR 3.41).....\$ 320.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: 02-2666 (Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p>James C. Scheller Reg. No. 31,195  Name of Person Signing Signature 3/3/2006 Date 6</p> <p>Total number of pages including cover sheet, attachments, and documents: 6</p> <p>Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450 Alexandria, Virginia 22313-1450</p>	

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State of California



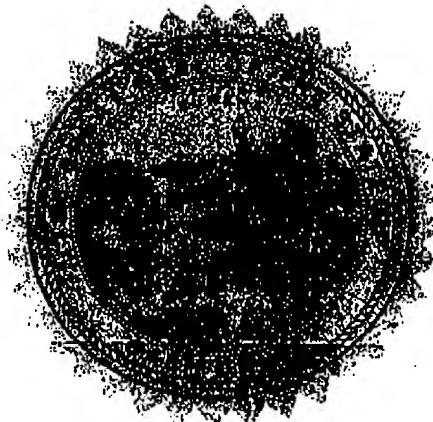
SECRETARY OF STATE

3 pages

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this



A handwritten signature in black ink that reads "Bill Jones".

Secretary of State

A0514542

CERTIFICATE OF OWNERSHIPMERGINGACS DELAWARE CORPORATION
A Delaware Corporation**ENDORSED-FILED**
In the office of the Secretary of State
of the State of California

SEP 30 1998

BILL JONES, Secretary of State

INTOADVANCED CARDIOVASCULAR SYSTEMS, INC.
A California Corporation(UNDER SECTION 1110 OF THE CALIFORNIA
CORPORATIONS CODE)

The undersigned officers of Advanced Cardiovascular Systems, Inc., a corporation incorporated pursuant to the laws of the State of California (the "Surviving Corporation"), hereby certify that:

(1) The Surviving Corporation is the sole owner of all the outstanding capital stock of ACS Delaware Corporation, a corporation incorporated on the 9th day of December, 1996 pursuant to the State of Delaware ("ACS Delaware" and/or the "Disappearing Corporation").

(2) The Board of Directors of the Surviving Corporation by Written Consent dated September 22nd, 1998, has determined to merge ACS Delaware into the Surviving Corporation.

(3) The resolutions of the Surviving Corporation approving such merger are as follows:

"WHEREAS, the Corporation owns all of the outstanding capital stock of ACS Delaware Corporation, a corporation organized and existing under the laws of the State of Delaware ("ACS Delaware"); and

WHEREAS, the Corporation desires to merge ACS Delaware into itself and to assume the liabilities and obligations of ACS Delaware in exchange for all of ACS Delaware's property, rights, privileges and assets;

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NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that this Corporation merge into itself, and it does hereby merge into itself, said ACS Delaware pursuant to Section 253 of the Delaware General Corporation Law and Section 1110 of the California Corporations Code, effective at the close of business on September 30, 1998;

RESOLVED FURTHER, that it is in the best interest of this Corporation to assume the liabilities and obligations of ACS Delaware in exchange for all of the property, rights, privileges and assets of ACS Delaware;

RESOLVED FURTHER, that upon the effective date of the Certificate of Ownership in the State of California, each outstanding share of Common Stock of ACS Delaware shall be deemed canceled;

RESOLVED FURTHER, that the President and Secretary of this Corporation are, and each of them hereby is, authorized and directed for and on behalf of the Corporation to execute, under the corporate seal of this Corporation, the Certificate of Ownership setting forth the terms of such merger, as applicable, in order to merge ACS Delaware into itself and to assume ACS Delaware's liabilities and obligations in exchange for all of such entity's property, rights, privileges and assets and to further file the same in the offices of the Secretary of State of the States of California and Delaware, and certified copies thereof with the Kent County Recorder of Deeds Office, and with the County Clerk Office of each county in which ACS Delaware's real property is situated, if any;

RESOLVED FURTHER, that the President and Secretary are, and each of them hereby is, authorized and directed for and on behalf of the Corporation to agree that it may be served with process in the State of Delaware in any action or special proceeding for the enforcement of the liabilities or obligations of ACS Delaware;

RESOLVED FURTHER, that the Secretary of State of the State of Delaware be, and hereby is, irrevocably appointed as Advanced Cardiovascular Systems, Inc.'s agent to accept service of process in any such action or special proceeding for the enforcement of the liabilities or obligations of ACS Delaware;

RESOLVED FURTHER, that for purposes of such service of process, the Secretary of State of the State of Delaware be, and hereby is, directed to mail any such process to the following address:

Advanced Cardiovascular Systems, Inc.
3200 Lakeside Drive
Santa Clara, CA 95052;

RESOLVED FURTHER, that the officers of this Corporation are, and

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each of them hereby is, authorized and directed for and on behalf of the Corporation to execute and deliver such other documents and to take any and all actions as each of them deems necessary or advisable, within or outside the State of California, in order to effect the merger of ACS Delaware into this Corporation and to carry out the full intent of the foregoing resolutions; such determination being conclusively presumed by the officer's execution and delivery of any such document;

RESOLVED FURTHER, that all prior acts or actions taken or to be taken by the officers of this Corporation in connection herewith are hereby ratified and approved."

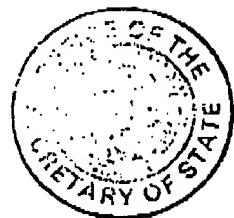
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: September 22, 1998

Ginger L. Howard
Ginger L. Howard
President

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T. R. P.
Thomas R. Peterson
Secretary



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State of Delaware
Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ACS DELAWARE CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "ADVANCED CARDIOVASCULAR SYSTEMS, INC." UNDER THE NAME OF "ADVANCED CARDIOVASCULAR SYSTEMS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

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*Edward J. Freel*
Edward J. Freel, Secretary of State

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AUTHENTICATION:

09-25-98

DATE:

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